

Form 149

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re:

**Kevin A Yurcisin**  
Debtor(s)

Bankruptcy Case No.: 19-22076-JAD  
Issued Per 8/27/2020 Proceeding  
Chapter: 13  
Docket No.: 70 - 59, 61  
Concil. Conf.: at

**ORDER OF COURT CONFIRMING PLAN AS MODIFIED  
AND SETTING DEADLINES FOR CERTAIN ACTIONS**

**(1.) PLAN CONFIRMATION:**

IT IS HEREBY ORDERED that upon consent of the Debtor(s), the Chapter 13 Plan dated July 23, 2020 is CONFIRMED as modified at the Plan confirmation hearing. Terms of the Plan not expressly modified by this Order remain in full force and effect. A copy of this Plan was previously mailed to you. *Only those provisions which are checked below apply to this case:*

- A. For the remainder of the Plan term, the periodic Plan payment is amended to be \$ as of . Debtor(s)' counsel shall file a motion to amend the income attachment order within seven (7) days of the date of this Order.
- B. The length of the Plan is increased to a total of months. This statement of duration of the Plan is an approximation. The Plan shall not be completed until the goals of the Plan have been achieved. The total length of the Plan shall not exceed sixty (60) months.
- C. Plan confirmation is on an interim basis only as a form of adequate protection. The Trustee is authorized to distribute to secured and priority creditors with percentage fees. *A final plan conciliation conference will be held on at , in .* If the Parties cannot resolve all disputes at the conciliation conference, a hearing will be scheduled and orally announced at the conclusion of the conference without any further written notice to any party. Parties are directed to monitor the Court's docket and read the Chapter 13 Trustee's minutes of the conciliation conference to the extent such parties desire more information regarding the outcome of the conciliation conference.
- D. Plan confirmation is subject to the resolution of all actions to determine the avoidability, priority, or extent of liens; including determination of the allowed amount of secured claims under 11 U.S.C. §506, disputes over the amount and allowance of claims entitled to priority under 11 U.S.C. §507, and all objections to claims.
- E. The allowed claims of general unsecured creditors shall be paid from available funds on a pro rata basis, which may represent an increase or decrease in the amount projected in the Plan.
- F. shall be paid monthly payments of \$ beginning with the Trustee's distribution and continuing for the duration of the plan term, to be applied by that creditor to it's administrative claim, budget payments and/or security deposit. These payments shall be at the third distribution level.
- G. The claims of the following creditors shall govern as to amount, classification and rate of interest (or as otherwise noted), unless the Debtor(s) successfully objects to the claim: .
- H. Additional Terms: Fee application needed if any fee (including retainer) exceeds \$4,000 including any fees paid to prior counsel.  
Claim No. 5-2 of PennyMac Loan Servicing, LLC governs with implemented payment changes.  
Claim No. 6 of ACAR Leasing, LTD. will not receive any additional payments.

**(2.) *IT IS FURTHER ORDERED THAT THE FOLLOWING DEADLINES ARE ESTABLISHED:***

**A. Objections to the Plan.** Pursuant to *Fed.R.Bankr.P. 2002(b)*, this Order shall not become final for a period of twenty-eight (28) days. Any party in interest with an objection to any provision of this Confirmation Order must file a written objection within that twenty-eight (28) day period. Failure to timely object shall be deemed a waiver of all objections and an acceptance of the provisions of this confirmed Plan. The Trustee may disburse funds pursuant to this confirmation order upon its entry.

**B. Applications to retain brokers, sales agents, or other professionals.** If the Plan contemplates sales of assets or litigation proceeds as a source of funding, Debtor(s) shall file motion(s) to employ the necessary professionals within thirty (30) days hereof.

**C. Review of Claims Docket and Objections to Claims.** Pursuant to *W.PA.LBR 3021-1(c)(2)*, the Debtor or Debtor's attorney, if represented, shall review the proofs of claim filed and shall file objections to any disputed claims within ninety (90) days after the claims bar date or, for late filed or amended claims, within ninety (90) days after they are filed and served. Absent an objection, the proof of claim will govern as to the classification and amount of the claim. Objections filed after the ninety (90) days specified herein shall be deemed untimely.

**D. Motions or Complaints Pursuant to §§506, 507 or 522.** All actions to determine the priority, avoidability, or extent of liens, all actions pursuant to *11 U.S.C. §§506, 507 and 522* shall be filed within ninety (90) days after the claims bar date.

**E. Filing Amended Plans.** Within fourteen (14) days after the Bankruptcy Court resolves the priority, avoidability, or extent of a lien, or any objection to claim, the Debtor(s) shall file an amended Plan to provide for the allowed amount of the claim if the allowed amount differs from the amount stated in the plan. Debtor(s) shall also file an amended Plan within thirty (30) days after the claims bar date(s) in the event that no objection is filed and the claim(s) as filed causes the Plan to be underfunded.

(3.) ***IT IS FURTHER ORDERED THAT:***

**A.** After the claims objection deadline, the Plan shall be deemed amended to conform to the claims filed or otherwise allowed. If the Plan expressly modified the terms of payment to any creditor pursuant to *11 U.S.C. §1322(b)(2)*, nothing in this Order shall be construed to change the payment terms established in the Plan.

**B.** Any creditor who files or amends a proof of claim shall serve a copy on the Debtor(s) or counsel for the Debtor(s).

**C.** Any creditor whose payment changes due to variable interest rates, change in escrow, or change in monthly payments, shall notify the Trustee, Debtor(s)' counsel and Debtor(s) at least twenty-one (21) days prior to the change taking effect.

**D.** Debtor's counsel must file a fee application in accordance with *W.PA.LBR 2016-1* before attorney fees in excess of the "no look" provision (including retainer) will be allowed or paid.

**E.** The Trustee shall file a *Certificate of Default and Request for Dismissal* of the case in the event of a material Plan default. If the default involves failure to make a plan payment the case will result in dismissal without further hearing upon filing and service of an *Affidavit of Default* by the Trustee. The Trustee is not precluded from raising pre-confirmation defaults in any subsequent motion to dismiss.

**F.** In the event that any order is entered in this case granting relief from the automatic stay to a secured creditor, then the Trustee shall make no further disbursements to any creditor on account of any *secured claim* that is secured by the subject property, unless directed otherwise by further Order of Court.

Dated: September 2, 2020

Jeffery A. Deller  
United States Bankruptcy Judge

cc: All Parties in Interest to be served by Clerk in seven (7) days

**Certificate of Notice Page 4 of 5**  
 United States Bankruptcy Court  
 Western District of Pennsylvania

In re:  
 Kevin A Yurcisin  
 Debtor

Case No. 19-22076-JAD  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0315-2

User: msch  
 Form ID: 149

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 Total Noticed: 23

Date Rcvd: Sep 02, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 04, 2020.

db +Kevin A Yurcisin, PO Box 229, Adamsburg, PA 15611-0229  
 cr +ACAR Leasing LTD d/b/a GM Financial Leasing, 4000 Embarcadero Dr., Arlington, TX 76014-4101  
 cr +PHEPLE FEDERAL CREDIT UNION f/k/a WESTMORELAND COM, 2900 SEMINARY DRIVE, BUILDING G,  
     GREENSBURG, PA 15601-3734  
 15106044 +ACAR Leasing LTD, d/b/a GM Financial Leasing, P.O. Box 183853, Arlington, TX 76096-3853  
 15066419 +Fifth Third Bank, PO Box 9013, Addison, Texas 75001-9013  
 15056902 +Mb Financial Bank, 6111 N River Rd, Rosemont, IL 60018-5111  
 15056903 +Mb Financial Bank, Attn: Bankruptcy Dept., 800 West Madison Street,  
     Chicago, IL 60607-2683  
 15097303 +PennyMac Loan Services, LLC, P.O. Box 2410, Moorpark, CA 93020-2410  
 15056906 +Pennymac Loan Services, Correspondence Unit/Bankruptcy, Po Box 514387,  
     Los Angeles, CA 90051-4387  
 15056905 +Pennymac Loan Services, Po Box 514387, Los Angeles, CA 90051-4387  
 15056907 +Pheple Fcu, P.o. Box 983, Greensburg, PA 15601-0983  
 15088255 +Wells Fargo Bank N.A., d/b/a Wells Fargo Auto, PO Box 130000, Raleigh, NC 27605-1000  
 15056908 +Wells Fargo Dealer Services, Po Box 10709, Raleigh, NC 27605-0709  
 15056909 +Wells Fargo Dealer Services, Attn: Bankruptcy, Po Box 19657, Irvine, CA 92623-9657  
 15056901 +loanDepot, Attn: Bankruptcy, Po Box 250009, Plano, TX 75025-0009

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

cr +E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Sep 03 2020 05:02:38  
     PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021  
 15056897 +E-mail/Text: GMFINANCIAL@EBN.PHNSOLUTIONS.COM Sep 03 2020 04:57:29  
     AmeriCredit/GM Financial, Po Box 181145, Arlington, TX 76096-1145  
 15056898 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Sep 03 2020 05:04:24 Capital One,  
     15000 Capital One Dr, Richmond, VA 23238  
 15056899 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Sep 03 2020 05:02:20 Capital One,  
     Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285  
 15081595 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Sep 03 2020 05:03:17 Capital One,  
     Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083,  
     Charlotte, NC 28272-1083  
 15075324 +E-mail/PDF: gecsedri@recoverycorp.com Sep 03 2020 05:03:09 Synchrony Bank,  
     c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021  
 15094551 E-mail/PDF: EBN\_AIS@AMERICANINFO SOURCE.COM Sep 03 2020 05:04:49 Verizon,  
     by American InfoSource as agent, PO Box 4457, Houston, TX 77210-4457  
 15056900 +E-mail/Text: bknotification@loandepot.com Sep 03 2020 04:59:31 loanDepot,  
     26642 Towne Center Dr, Foothill Ranch, CA 92610-2808

TOTAL: 8

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

cr PENNYMAC LOAN SERVICES, LLC  
 cr Wells Fargo Bank NA, dba Wells Fargo Auto  
 15056904 ##Paypal Creidt, PO Box 105658, Atlanta, GA 30348-5658

TOTALS: 2, \* 0, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Sep 04, 2020

Signature: /s/Joseph Speetjens

District/off: 0315-2

User: msch  
Form ID: 149

Page 2 of 2  
Total Noticed: 23

Date Rcvd: Sep 02, 2020

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 2, 2020 at the address(es) listed below:

James Warmbrodt on behalf of Creditor PENNYMAC LOAN SERVICES, LLC bkgroup@kmllawgroup.com  
Joseph F. Nicotero on behalf of Plaintiff Kevin A Yurcisin niclowlgl@comcast.net  
Karina Velter on behalf of Creditor Wells Fargo Bank NA, dba Wells Fargo Auto  
amps@manleydeas.com  
Natalie N. Piscione on behalf of Creditor PHEPLE FEDERAL CREDIT UNION f/k/a WESTMORELAND COMMUNITY FEDERAL CREDIT UNION covellilawoffices@yahoo.com, ndantonio@covellilaw.com  
Natalie N. Piscione on behalf of Defendant PHEPLE FCU, f/k/a WESTMORELAND COMMUNITY FCU covellilawoffices@yahoo.com, ndantonio@covellilaw.com  
Office of the United States Trustee ustpregion03.pi.ecf@usdoj.gov  
Ronda J. Winnecour cmecf@chapter13trustee.wpa.com  
Scott R. Lowden on behalf of Debtor Kevin A Yurcisin niclowlgl@comcast.net  
William E. Craig on behalf of Creditor ACAR Leasing LTD d/b/a GM Financial Leasing  
ecfmail@mortoncraig.com, mhazlett@mortoncraig.com;mortoncraigecf@gmail.com

TOTAL: 9